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UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

GORDON WOOD, an Individual

CASE NO.: 2:18-cv-1710-JCM-PAL

Plaintiff

- VS. -

WINNEBAGO INDUSTRIES, INC.,

DECLARATION OF GORDON WOOD

Defendant

I, **Gordon Wood**, hereby state and declare as follows pursuant 28 U.S.C. § 1746:

1. I am of legal age and am competent to testify to the matters herein based on my personal knowledge.
2. Prior to purchasing the RV, I reviewed Winnebago's sales brochures, including



the "When Your Name Means Rving", "Four Simple Questions", and Grand Tour brochure. I also saw some others brochures and advertising material at Giant RV and on the Winnebago, Camping World and Giant RV websites. I relied on Winnebago's representations when deciding to purchase the RV.

3. On April 22, 2017, I purchased the 2016 Winnebago Grand Tour WKR42HL motorhome from Giant RV for a price of \$331,084.36 and at a total cost of \$462,876.00 in payments. I received a New Vehicle Limited Warranty from Winnebago for the RV.
4. My wife and I planned to use the RV for our own personal use to go camping or visit our grandchildren. The RV was never used as a permanent or exclusively as a "home."
5. In early May 2018, I drove the RV to San Diego where my wife stayed in the RV for approximately 6 weeks while visiting our grandchildren. I began experiencing problems with the RV during this trip, including: entry steps rattle loudly when traveling on freeway, air leak at freeway speeds front corner of drivers side window, navigation system does not work, satellite radio does not work, stove top in coach does not work, aqua hot system burns blue smoke on start up for about 20 minutes, aqua hot system only heats 1 zone of the floor, large door in the master bath has dents in it, large cupboard has broken runners, accent light in living room falling down, all of the blinds need adjusted, loose baseboards in master bedroom, lights flicker when the water pump is used, door between the bedroom and lounge is broken, dishwasher leaks, and center light on steering wheel does not light up.

6. I then stayed in Nevada for a couple weeks before taking the RV to British Columbia for approximately 6 weeks for my wife and I to visit our grandchildren. During the trip to British Columbia, I experienced additional problems with the RV, including: parking brake light and buzzer come on randomly while driving, auto leveling flashes and buzzes that the posts are down, and the leveling posts will start contracting when parked.
7. Upon our return from British Columbia, I contacted Camping World to schedule an appointment for warranty repairs. I had to wait approximately a month before I could bring my RV into Camping World for them to begin any actual warranty repairs under Winnebago's warranty.
8. On October 31, 2017, I took the RV to Camping World for warranty repairs. I made a list of 20 issues for Camping World to repair under Winnebago's warranty. A copy of the defect list is attached hereto as Exhibit 1-A.
9. Out of the 20 listed issues, 19 were covered under Winnebago's warranty. The only defect from the 20 that was not covered under Winnebago's warranty was for the Aqua Hot generator, which Camping World claimed was a result of it being internally dirty and was not a warranty issue, but a maintenance repair and/or service issue. Since I had only used the Aqua Hot once for 2 hours, Camping World reluctantly fixed the burning smell and clouds of blue smoke. I did not pay for the maintenance service to the Aqua Hot system.
10. The RV was at Camping World for warranty repairs of the 20 defects from October 31, 2017 to July 10, 2018 – approximately 9 ½ months. I never had possession of the RV between October 31, 2017 and July 10, 2018.

11. After picking up the RV from Camping World, my wife and I then took another trip in the RV to British Columbia in the summer of 2018. During that trip, I discovered that several of the vehicle's defects were not fixed, including: air leak at freeway speeds front corner of drivers side window, parking brake light and buzzer come on randomly while driving, navigation system does not work, stove top in coach does not work, auto leveling flashes and buzzes that the posts are down, leveling posts will start contracting when parked, aqua hot system only heats 1 zone of the floor, the front windshield shade will not retract, lights flicker when the water pump is used, dishwasher leaks, and one of the lights on steering wheel does not light up. During our trip to British Columbia, I also discovered that the RV had slide out issues.
12. After returning from the trip from British Columbia, I parked the RV in my shop, where it has sat ever since.
13. I was not aware of any water intrusion into the RV via the slide outs or awning grommets, or of the slide out actuators being bowed, until discovered by Mr. Bailey.
14. All of the problems that I have had with the RV have substantially impaired the RV's value and use to me. We cannot use the RV in its current condition. The RV has not even turned a wheel in over a year so it has no value to me. It is taking up space at my shop so it costs me time as well as money.
15. The RV was out of service for almost 10 months for 20 items. The excessive amount of time out of service has caused me to lose faith in the reliability of the RV, and to be without use of the RV because it was in the shop for repair. I can't

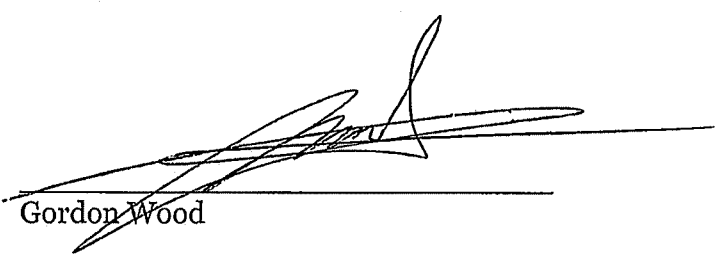
take it back now for repairs since it would take years to fix the RV if 10 months equates to 9 items getting fixed. Also, all the service centers in Las Vegas that work on Winnebago RVs now only will let you schedule service for 6 items or less. If you have more than 6 items that need repaired, you then have to pick up the RV and set up a new appointment for 6 more items. In my case that would be almost 20 visits before the Winnebago service center would even address all of the RV's problems.

16. If the dealership had told me about the long list of things they fixed before delivering it to me, I never would have bought the RV. As the owner of the RV, it is my opinion that the RV would have been worth what I paid for it if it had been as represented, but that in reality, considering the defects, it was worth \$0.00 to me at the time of purchase because I never would have purchased it.
17. The RV was not fit for its ordinary use when I purchased it and still is not today. It is not safe for use on public roads and would be a public hazard. I do not feel I can safely drive it at any speed or on any road. The RV has had problems from the start and has never been defect free or working 100% as designed. It has never been safe or reliable and I do not trust the RV or that Winnebago or its authorized dealers can ever fix it right. I am not sure it can be fixed good enough to be on a road. My wife and I have had to miss out on camping trips and trips to see our grandchildren.
18. In its motion, Winnebago states that my counsel conducted a "secret inspection" on March 11, 2019. That is not true. On March 11, 2019, I attempted to retract the slide out since the slide out had been left in the extended position after

Winnebago's expert inspection. I took a video which shows the slide out failing to fully retract and sent it to Mr. Bailey.

19. I declare under penalty of perjury that the foregoing is true and correct to the best of knowledge.

Executed on this 1 day of August, 2019.



Gordon Wood

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5/11/19

Number	Problem	When Started
1	Entry steps rattle loudly when traveling on the freeway	Losses on delivery
2	Air leak at freeway speeds front corner of drivers side window	on delivery
3	Parking break light and buzzer come on randomly when driving	last trip
4	Nav system dose not work (no antenna hooked up)	on delivery
5	Satellite radio dose not work (no Antenna hooked up)	on delivery
6	Auto leveling flashes and buzzes that the posts are down	last trip
7	when parked with posts down they will start contracting every few	last trip
8	Stove top in coach dose not work	on delivery
9	aqua hot system burns blue smoke on start up for about 20 min	on delivery
10	aqua hot system only heats 1 zone of the floor	on delivery
11	large door in the master bath has dent in it	on delivery
12	large cupboard has broken runners	on delivery
13	Accent light in Livingroom falling down	on delivery
14	all of the blinds need adjusting	on delivery
15	Loose baseboards in master	on delivery
16	Lights flicker when the water pump is used	on delivery
17	door between the bedroom and lounge is broken	on delivery
18	dishwasher leaked when used	on delivery
19	center light on steering wheel dose not light up	on delivery

Kitt Contract Pass Certificate

Blumberg No. 5113

PLAINTIFF'S
EXHIBIT

1-A